Flannery

Flannery, 9 June 72

First met lawyers in Oct (

memos:

26 Dec

2 Jan

5 March

Only thing new about this case is the prosecution — everything else is familiar.

I maintain: Industrial Security Manual has nothing to do with case.

Lawyers agreed — at this late date — to show that neither the ISM or the RAND manual

— Exec Order says nothing of "need to know" but "need to disclose" — decision of custodian. —

— Exec Order says nothing of "clearance," but of "trustworthiness."

"Problem with the lawyers is true — ~~if~~ unless they want to know something from you, you can't tell them anything." Relationship with CX has become familiar — he doesn't capitalize on it... CW wants subs.

Comin "pass" was just a convenience, a protection for me — does not show that ISM applied.

A "leak" of unclassified info is just as much a basis for firing (e.g. a draft, a speech...)

Before 10290, WF did not think we needed an Exec Order.

Why did class. expand?

(a) Exec Order 10290

(b) DOD created

(c) Korean War

(d) McCarran Act of 1950

(anti-Comm hysteria

(Flowers left the act of Moorhead Com

783 b+c is McCarran Act! Pentagon officials often discussed that gov employees are civil if give out — psychologically, it resulted in more being stamped

Proposal had been to make it a crime for any person to give out classified data.

(e) expansion of budget, personnel.

"Rescission alone would never occur.
But if rescinded — no longer the pretension
of "PRs" directive, or of "national defense"
— less pressure, pretentions...

—

You don't classify according to defs;
Depts. develop lists
[but lists indoctrinate user that anything can be classified;
defs indoctrinate

[Discuss: - Declassify RAND RMs — M&M
- Contractual "abridgments of First Amd"
- Briefings, agreements
- Clearances

Info is or is not class, according to criteria —
not by marking.
You can't give up your rights by contract
any more than you can give up duties by contract,

i.e. content to commit a crime.